

471-000-105 Instructions for Completing Form MILTC-9, "Service Provider Agreement"

Use: Form MILTC-9 is a legally-binding document which must be negotiated with and signed by every individual or agency service provider who will be claiming payment from Health and Human Services for any authorized services listed in Paragraph 3 of this form (e.g., home modifications, and assistive technology). Form MILTC-9 is completed for initial approval and reapproval of service providers.

Completion:

Agreement Number: Staff assigned resource development responsibility affix an agreement number in the upper right hand corner of Form MILTC-9. This agreement number is used to track this document and when entering the Service Approval contract in the payment system. (The agreement numbers are obtained through Central Office from the Client Payments and Claims Processing Unit.)

Section I

The resource developer or the provider checks the appropriate box to indicate federal identification (FID) or Social Security number and enters the appropriate number.

Section II

Enter demographic information about the provider, as indicated. If service provision is in-home services, enter "in each client's home."

Paragraph 1: Enter the name of the provider. Complete the appropriate provider checklist(s) each time Form MILTC-9 is completed for the service(s) to be provided, and attach to the agreement.

If waiver assisted living is to be provided, Form MILTC-22, "Assisted Listing Provider Addendum," must also be attached to Form MILTC-9.

If waiver, child care for children with disabilities, and/or waiver transportation is to be provided, Form MILTC-9AD, "Waiver Provider Addendum," (Attachment C) must also be attached to Form MILTC-9.

Paragraph 2: Enter agreement effective dates.

The begin date must not be earlier than the date Form MILTC-9 is signed. The agreement may not be made effective for a period exceeding 12 months for providers of waiver services or SSBG. Personal assistant and child care providers may have agreements that exceed 12 months.

Paragraph 3: If the provider is to be authorized as an escort, check transportation, whether or not the escort will also drive.

Mark all service types this provider is requesting and qualified to do, in any program which uses this agreement (e.g., SSBG, waiver, personal assistance services).

Section III

Paragraphs 1-4:

The Resource Development staff person reviews each paragraph with the provider and ensures that each paragraph is understood.

Paragraph 5:

Enter each service code, service description, maximum negotiated rate, and each unit/frequency of provision.

Paragraph 6:

The Resource Development staff person reviews this paragraph and ensures it is understood.

Section IV

Items 1-19

The Resource Development staff reviews each item with the provider and ensures that each item is understood.

Section V

The provider/agency representative signs and dates Form MILTC-9 to certify compliance with the agreement.

The parent/legal guardian of a minor provider signs and dates Form MILTC-9.

The Resource Development staff signs and dates Form MI TC-9.

Distribution: The white copy of Form MILTC-9, the attached checklist(s), and Form MILTC-9AD (as needed) are retained in the provider file; the yellow copy of the agreement and checklist(s) are given to the provider.

Retention: Form MILTC-9 (together with corresponding checklists and Form MIL TC-9AD) are retained in the provider file for four years after the provider has become inactive.

SERVICE PROVIDER AGREEMENT
Nebraska Department of Health and Human Services

Agreement Number

Check Appropriate Box and Write Provider Number

☐ Agency FID

☐ Individual Provider Social Security Number

Name FID issued to

Provider Name (First)	(Middle)	(Last)	Birthdate	
Provider Street Address		City	State	Zip
Mailing Address if Different from Location				
Business Telephone		Home Telephone		
Appropriate Licensure				
Location of Service Provision if different than above				

Par. 1 This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and _____, a service provider, governs the provision of the following service(s) checked below as defined in the Department of Health and Human Services Program Manual, Nebraska Administrative Code (NAC) Titles 465, 471, 473, 474 and 480. Appropriate checklist(s) marked "Provider Addendum (name of service)" and other appropriate additions to the agreement marked "Attachment (A, B or C)" for contracted service is/are attached and by this reference are made part of this agreement as if included in the contract word for word and the provider agrees to abide by all regulations as outlined in the attachment(s).

Par. 2 Agreement Effective Date from _____ through _____

Par. 3 Service(s) to be provided. (See corresponding service addendum.) DD = Developmental Disabilities

- | | | |
|---|---|---|
| <input type="checkbox"/> Adult Day Care | <input type="checkbox"/> Habilitative Day Care | <input type="checkbox"/> Independence Skills Man. |
| <input type="checkbox"/> Adult Day Health | <input type="checkbox"/> Homemaker | <input type="checkbox"/> Nutrition Service |
| <input type="checkbox"/> Assisted Living | <input type="checkbox"/> Homemaker DD | <input type="checkbox"/> PERS |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Home Care/Chore | <input type="checkbox"/> Personal Assistance - Medicaid |
| <input type="checkbox"/> Congregate Meals | <input type="checkbox"/> Home Delivered Meals | <input type="checkbox"/> Respite Care |
| <input type="checkbox"/> Family Support | <input type="checkbox"/> Home Modification - DD | <input type="checkbox"/> Transportation |

Terms of Agreement

Par. 1 If the provider violates or breaches any of the provisions of this Agreement, then this Agreement may be terminated immediately, at the election of the Department. If there are any damages arising from such violation or breach, legal remedies may be pursued to recover such damages. Any money due to the provider which accrued prior to such violation or breach may be offset against the damages.

Par. 2 Under the terms of this Agreement:

1. Staff will determine eligibility for services and authorize appropriate services for the individuals.
2. Staff will notify provider if the service(s) being provided for a specific client is to be terminated or changed before the end of the authorization period.
3. The Department will honor claims and make payments for services that were authorized and provided in accordance with the Department's policies and standards.

Par. 3 This Agreement may be terminated by either party at any time by giving at least thirty days advance written notice to the other party to allow for arrangement of alternate service provision for clients. The notice requirement may be waived in case of emergencies such as illness, death, injury, or fire. Only such payments as have already accrued for services rendered prior to the effective date of termination shall be made to the provider upon such voluntary termination.

Par. 4 Subcontracting by an individual provider is not allowed under this Agreement.



Par. 5 Service(s) will be provided using the following unit rate(s) within the maximum number of units authorized by the service area staff on a case-by-case basis. This information applies to all services covered by this agreement except Personal Care Aide (see below).

Service Code	Service	Maximum Rate	Units

Medicaid Personal Assistants are authorized as follows:

Procedure Code	Service	Rate
T1019	untrained aide/ personal assistant	
T101922	trained aide/ specialized personal assistant	

Attach documentation of trained or specialized status

Par. 6 The above terms of this Agreement, Paragraphs 1 through 5 may be renegotiated upon agreement of both parties. The party requesting a change in the above terms must notify the other party at least sixty (60) days before the date the proposed change is to be implemented, except for rate changes due to minimum wage changes, rates regulated by governmental agencies, or other changes required by law.

SECTION IV

General Provider Standards

By signing this agreement, the service provider agrees to:

1. Follow all applicable Nebraska Health and Human Services policies and procedures (Nebraska Administrative Code Titles 465, 471, 473, 474, and 480).
2. Bill only for services which are authorized and actually provided.
3. Submit billing documents after service is provided and within 90 days.
4. Accept payment as payment in full (payment from HHS plus the client's obligation) and assure that the rate negotiated or charged does not exceed the amount charged to private payers.
5. Not provide services if s/he is the legally responsible relative (i.e., spouse of client or parent of minor child who is a client).
6. Not discriminate against any employee, applicant for employment, or program participant or applicant because of race, age, color, religion, sex, handicap, or national origin, in accordance with 45 CFR Parts 80, 84, 90; and 41 CFR Part 60.
7. Retain financial and statistical records for four years from date of service provision to support and document all claims.
8. Allow federal, state, or local offices responsible for program administration or audit to review service records, in accordance with 45 CFR 74.20 - 74.24; and 42 CFR 431.107. Inspections, reviews, and audits may be conducted on site.
9. Keep current any state or local license/certification required for service provision.
10. Provide services as an independent contractor, if the provider is an individual, recognizing that s/he is not an employee of the Department or of the State.
11. Agree and assure that any false claims (including claims submitted electronically), statement, documents, or concealment of material fact may be prosecuted under applicable state or federal laws (42 CFR 455.18).
12. Respect every client's right to confidentiality and safeguard confidential information.
13. Understand and accept responsibility for the client's safety and property.
14. Not transfer this agreement to any other entity or person.
15. Operate a drug free workplace.
16. Not use any federal funds received to influence agency or congressional staff.
17. Not engage in or have an ongoing history of criminal activity that may be harmful or may endanger individuals for whom s/he provides services. This may include a substantiated listing as a perpetrator on the child and/or adult central registries of abuse and neglect.
18. Allow Central Registry checks on himself/herself, family member if appropriate, or if an agency, agree to allow Department of Health and Human Service staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect, and law violations are in place.
19. Have the knowledge, experience, and/or skills necessary to perform the task(s).
20. Report changes to appropriate Department staff (eg., no longer able/willing to provide service, changes in client function).
21. Agree and assure that any suspected abuse or neglect will be reported to law enforcement and/or appropriate Department staff.

I certify that I have read and understand the standards as stated and referenced above and agree to comply with all the terms of this Agreement.

SECTION V

Provider/Agency Representative

Date

Parent or Legal Guardian Signature (If required)

Date

Signature of Authorized Representative - Nebraska Department of Health and Human Services

Date